

REQUESTS FOR QUALIFICATIONS



CITY OF KIRKLAND

to provide

Architectural/Engineering Consultant Services

for the

TRANSPORTATION MASTER PLAN

Job number 27-13-PW

SUBMISSION REQUIREMENTS

The City of Kirkland (hereinafter referred to as the "City" or "Owner") is seeking a consultant to include architect and engineer (A/E) firm (hereinafter referred to as the Firm or Offeror) to provide professional services to develop a Transportation Master Plan (TMP).

Project Description

As a part of the process to update the Comprehensive Plan, the City of Kirkland is seeking consultant services to prepare a Transportation Master Plan. The main purposes of the Master Plan are:

- Serve as the basis for the Transportation Element of the Comprehensive Plan.
- Develop a future year multimodal transportation network by looking at goals, funding, and level of service.
- Improve project selection and prioritization.
- Provide the implementation strategy for a new concurrency system.

Strong public process will be needed throughout the project.

Project Scope

A Draft Scope of Work for the Master Plan that is included here as Attachment 1. The final scope of work will be finalized by the Consultant, and it is anticipated that it will be similar to the approved draft. In finalizing the scope and the schedule, it will be important for the Consultant to consider several other projects that the City is currently undertaking in addition to the Comprehensive Plan update including various planning efforts on Juanita Drive, 100th Avenue NE, and the Cross Kirkland Corridor.

A chart describing the outline of the Transportation Master Plan is included as Attachment 2 to serve as a further guide to what is intended. Where there are conflicts between Attachments 1 and 2, the draft scope is considered to be correct.

Project Funding

Secured local funding will be used to fund the project. The budget available is approximately \$200,000.

Project Timeline

A final schedule will be developed by the Consultant. It's expected that work will begin in July of 2013 and that the Master Plan will be completed with adoption of the Comprehensive Plan update scheduled for December 2014.

Qualifications Submission Requirements

All submittals must be in conformance with the requirements set forth in this RFQ. Submittals should be in 8-1/2" x 11" format and shall not exceed fifteen (15) double-sided pages. The front cover, back cover, and a one page cover letter do not count toward the fifteen (15) page limit. As a minimum the following information shall be submitted:

- A proposed schedule for completing the work, including intermediate project stages and milestones leading to a final project and in sufficient detail to allow an assessment of the firm's ability to provide the resources necessary to meet the schedule.
- A discussion of previous experience with similar projects
- Your firm's identification of the critical work elements and how your team would address these issues.
- A discussion of your firm's overall approach to the project and your plan to produce the required documents.
- An organizational chart and biography for your project team, including all sub-consultants.
- A statement of the percentage of time your proposed key resources will have available to devote to the project.
- References. Include references that are likely to be readily available for phone contract. Do not include current City of Kirkland employees as references.

Submittals

Submittals are due 11:00 am, May 21, 2013

Qualifications titled "**Consulting Services for City of Kirkland – Transportation Master Plan**" are to be submitted as

Six (6) bound copies and one pdf version on CD must be mailed or delivered to:

City of Kirkland
Attn: Barry Scott, Purchasing Agent
Job # 27-13-PW
123 5th Avenue
Kirkland, WA 98033

The City is committed to reducing costs and facilitating quicker communication by using electronic means to convey information. Those interested in submitting a Statement of Qualifications are encouraged to provide contact information to Barry Scott, Purchasing Agent, at bscott@kirklandwa.gov. Providing contact information will allow the City to provide notification if an addendum to the RFQ is issued or the RFQ is cancelled. Those who choose not to provide contact information are solely responsible for checking the City's website for any issued addenda or a notice of cancellation.

SUBMISSION REQUIREMENTS

Contact:

For additional information concerning this RFQ, any other aspect of the selection process or the project in general, please contact via email:

David Godfrey P.E.
Transportation Engineering Manager
E-mail: **dgodfrey@kirklandwa.gov**

Absolutely no communication shall occur regarding this RFQ, including requests for information, or speculation between Offeror's or any of their individual members and any City elected official or employee other than those named above. Failure to comply with this provision may result in Offeror's proposal being removed from consideration.

Consultant shall submit questions by e-mail no later than May 14, 2013 at 4:00 pm.

Any cost incurred by Consultant in preparation, transmittal, or presentation of any information or material submitted in response to the RFQ shall be borne solely by the Consultant.

Right to Reject Submittals

The City reserves the right to reject any and all submittals at any time with no penalty, or to waive immaterial defects and minor irregularities in any submittal.

Submittal Disposition

All material submitted in response to this RFQ shall become the property of the City upon delivery to the City's Purchasing Agent and will not be returned.

Project Contract

A sample Professional Services Agreement is attached (Attachment 3). While elements of the agreement may be subject to negotiation, firms with significant concerns about the sample agreement should not respond to this RFQ.

Consultant Selection Criteria/Short List/Final Selection Procedures

After review of the submittals by the Owner's Selection Committee, the three (3) highest ranked firms will be notified and invited to participate in a short list/final selection phase. It is intended that the final selection phase will include the following steps:

- Notification: Email notification of up to three top-ranked firms.
- Presentation/Discussion:

SUBMISSION REQUIREMENTS

A 60-minute presentation/discussion, question and answer period will be scheduled and conducted at Kirkland City Hall. The A/E firm will be given 20 minutes for a presentation. The remaining time will be reserved by the City for questions. It is anticipated that the panel reviewing the presentation will be the same panel that reviewed the proposals.

- Final Ranking:

After the presentations and discussions are completed, the Selection Committee will rank the firms interviewed. The qualifications proposal and presentation/discussion will be weighted equally and be scored as follows:

Component	Available points	
	RFQ response Score	Presentation Score
<i>Responsiveness to the RFQ</i> Does the proposal conform to the requirements described in this RFQ? Is it well organized and easy to follow?	5	0
<i>Overall Presentation</i> Are members of the project team coordinated with each other? Is the presentation well organized? Are innovative ideas presented?	0	5
<i>Contract Management</i> Do the proposal and presentation illustrate an ability of the proposer to deliver projects on time and within budget?	20	20
<i>Previous experience in similar projects</i> What is the quality of Transportation Master Plans the proposer completed for facilities that are similar to the size and scope of the Kirkland project? Does the response propose value adding modifications to the City's scope?	20	20
<i>Technical Capability</i> How well does the proposal demonstrate the ability to meet the technical challenges of the project including travel demand forecasting, capital project prioritization, and developing a project list. Is the proposal innovative?	30	30
<i>Public involvement</i> How effective and efficient will the public involvement be?	25	25
Total	100 points	100 points

- Reference checks will be conducted on the top ranking firms as needed.
- Negotiation/Scope Development:
The top-ranked firm will be notified by email and be asked to meet and submit their prospective scope of services, schedule and a fee proposal.

SUBMISSION REQUIREMENTS

If, after negotiation and consideration, the Owner is unable to reach an acceptable agreement with the top-ranked firm, the Owner will terminate negotiations with the top-ranked firm and, at its sole discretion, may enter into negotiations with the second ranked firm and/or withhold the award for any reason and/or elect not to proceed with any of the proponents and/or re-solicit a new RFQ.

- **Final Selection:**

Once an agreement is reached with a preferred A/E firm, the Owner's Purchasing Agent will provide a professional Services Agreement for signatures and full execution. A Notice to Proceed will be issued to formally begin work.

Proposed Timeline for RFQ/Consultant Selection

An expected timeline for the advertisement and selection process is provided below:

Task	Approximate Date/Deadline
RFQ Advertised/Issued	5/3/13
Questions to Owner Submitted by	4:00 PM 5/14/13
Answers to Questions posted on-line by	4:00 PM 5/16/13
RFQ's Submitted	11:00 AM 5/21/13
Notify firms to be interviewed	5/24/13
Interviews	6/10/13
Notify firm with which to negotiate	6/12/13
Scope and Fee negotiation complete	6/28/13
Contract Awarded/Executed	7/1/13
Notice to Proceed	7/3/13

END RFQ

SUBMISSION REQUIREMENTS

Attachment 1: Draft Scope of Work

Draft Transportation Master Plan Scope of work

The Transportation Master Plan is the basis for the transportation element of the Comprehensive Plan. Requirements of the Transportation Element are also contained in the RCW. Development of the TMP will be conducted in parallel and in coordination with development of the rest of the Comprehensive Plan. The TMP will be a source of information with the EIS for the Comprehensive Plan. The Comprehensive Plan is written in "Goal and Policy" form but the TMP will be written in more standard text. Language suitable for the Comprehensive Plan will be derived from the TMP. The Transportation Commission will serve as the lead reviewing body. Adoption of the plan will be incorporated into adoption of the Comprehensive Plan, scheduled to be completed by December 2014.

Task 1 Project Management

Purpose

Refine the scope to make effective use of consultant resources and develop the best possible plan. Insure completion of the project within schedule and budget.

Scope

Finalize scope, propose possible scope changes that will add value and help achieve the desired outcome of the plan. Provide regular updates on progress. Develop and maintain a schedule and progress made toward key events.

Product:

Final scope, schedule and budget. Regular reports on progress toward project completion. Schedule in Microsoft Project format.

Task 2 Goals

Purpose:

Develop goals for the Transportation Master Plan. Ensure that the elements required by the RCW for the Transportation Element of a Comprehensive Plan are included in the TMP. Ensure that existing Comprehensive Plan Goals and Policies are reviewed for inclusion in the TMP.

Scope

Review and synthesize material from various City sources as well as Vision 2040, Transportation 2040, Multicounty and Countywide planning policies and the transportation plans of adjacent agencies. Describe relevance of the plans and goals to Kirkland's existing goals and interests to help identify Goals for the TMP. Review expanded Comprehensive Plan Checklist

Product

Goals for the Transportation Master Plan. Report describing process used to arrive at goals and describing synthesis of other's goals and policies.

Task 3 Existing Conditions

Purpose:

Meet requirements of RCW for Transportation Element. Provide context and background for TMP.

Scope:

Collect and format all information necessary to meet purpose. Includes an Inventory of existing system across modes; lane miles, PCI, number of crosswalks, etc.

Product:

Text, figures and map necessary for the Existing Conditions section of the TMP.

Task 4 Travel Demand

Purpose

Determine the number of trips in the forecast year to be accommodated by the transportation network.

Scope

Develop multimodal travel demand forecasts that can be used to evaluate level of service for various modes on various networks (See task 7). Forecasts will be developed for each of two City wide land use alternatives and two additional sub-area alternatives. Land use alternatives will be provided by TAZ from the City. PM peak period will be used for auto volume demand. Update and use the BKR travel demand model as well as other methods for determining travel demand. Innovative methods for forecasting travel demand are encouraged.

Product:

Volumes by modes by land use alternative. Report that describes the process by which forecasts were developed. Graphic representations of demand.

Task 5 Project Prioritization

Purpose

Methods are needed for prioritizing possible network components (Task 6) into projects that should be incorporated into the Transportation Network (Task 7). Prioritization techniques will be suitable for use in future CIP project selection.

Scope

Using frameworks previously discussed with the Transportation Commission and City Council, (see for example November 20, 2012 Kirkland City Council meeting) , develop prioritization methods for various project types. Prioritization is needed for:

Bicycle network
School walk routes
Sidewalk construction
Auto capacity
Crosswalk upgrades
Signal maintenance
Sidewalk maintenance

Product:

Report describing specific prioritization methods for various project types

Task 6 Review of network components**Purpose**

Make sure that all reasonable project types have been considered for inclusion in the transportation network.

Scope

Identify project types representing best practices and possible locations for those projects that should be considered for inclusion in a future transportation network.

Product

Report describing project types and potential locations. Graphics will be necessary to illustrate project types.

Task 7 Define network**Purpose**

Determine the 2035 transportation network.

Scope

Given goals (Task 2), travel demand (Task 4), project prioritization (Task 5) possible network elements (Task 6), Public Involvement (Task 9) and funding, (by others) prepare a set of multimodal transportation improvements. Tie to Comprehensive Plan EIS. Analyze networks for up to 2 land use alternatives and two additional sub-area alternatives.

Define measures of effectiveness that will be used to evaluate level of service and evaluate networks using those parameters

Public process will be particularly important in this Task.

Product

Draft transportation network. Performance of various transportation networks across modes Report that describes the process by which networks were developed.

Task 8 Multimodal Concurrency System**Purpose**

Provide the elements necessary to implement a new concurrency system.

Scope

Given the framework for a multimodal concurrency system (see for example November 20, 2012 Kirkland City Council meeting), develop the elements necessary to make the system functional.

Product

Document proposed concurrency system so that it can be easily prepared for consideration by Council.

Task 9 Public involvement**Purpose:**

Develop and implement a public process plan that will allow meaningful input throughout the masterplan process.

Scope

Public process should be designed using International Association for Public Participation methods. In particular, Public process will be required to support: Tasks 4,5, 6 and 7
Public involvement will be coordinated with other planning projects underway including roadway corridor plans, CKC Master Plan and other parts of the Comprehensive Plan.

Product:

Plan and schedule for Public Process in all other Tasks, including an explanation of the principles that underlie the selected processes.

Task 10 Implementation Plan and Report Card**Purpose:**

Provide a framework for how the Plan will be implemented and reported on.

Scope:

Describe how the plan will be implemented. Include phasing recommendations and “first win” projects. Provide guidance for the CFP section of the Comprehensive Plan and for future CIP programming. Develop a set of measures that will be used for reporting progress toward goals using information from Tasks ZZ and YY

Product:

Report describing implementation plan and report card.

Task 11 Draft Plan**Purpose:**

Compile a complete draft TMP

Scope:

Based on information in other tasks and information from the City, prepare a draft TMP including text and all figures and maps.

Product:

Electronic version of draft plan.

Task 12 Draft Transportation Element of Comprehensive Plan**Purpose:**

Develop the Transportation Element of the Comprehensive Plan in Goal and Policy format

Scope:

Using the Draft TMP, extract key elements and prepare a draft Transportation Element for the Comprehensive Plan. Plan will be in Goal and Policy format compatible with the rest of the Comprehensive Plan and will meet all other applicable requirements of the Comprehensive Plan.

Product:

Electronic version of draft plan.

TMP Section	Function	Content	Existing Comp Plan area	T. Commission Role	Consultant Role	Public Outreach role
1. Introduction	<p>Describes how the plan is laid out. Touches on themes and issues. Summarizes key points. How does this fit in the rest of the comp plan.</p> <p>Describe the purpose Describe why this part of the Comp plan exists. What purpose does it have as the Transportation Element of the Comp Plan What purpose does it have as the TMP?</p>	<ul style="list-style-type: none">• Executive Summary.• How this plan serves as the transportation element of the Comprehensive Plan, but it has other stuff too.• Target year is 2032.• Concept of “Goal to project” linkage.• Iterative nature of part 9.• Philosophy of active transportation• How was the public involved in this plan• Concurrency• SEPA treatment• Alternatives analysis• Purpose<ul style="list-style-type: none">○ The RCW functions of the transportation element: project list, level of service, coordination with state and others○ Project prioritization○ Introduce multimodal LOS○ Provides vision for the future	<p>Problem Statement IX-1</p> <p>The transportation concept IX-7</p> <p>Relationship to other elements IX-7</p> <p>Purpose is in the introduction, vision/framework goals section</p>	<p>Review and comment</p> <p>Purpose: Set Direction</p>	<p>Small no technical work involved.</p>	<p>Small just a summary</p> <p>Outreach needed on purpose</p>
2. Goals/Context	<p>Get out all the supporting polices , goals and practices that influence the goals. Talk about how the regional goals fit with/influence local plans Conclude with the goals that will guide the document.</p>	<ul style="list-style-type: none">• Council Goals• Transportation Commission principals• Kirkland documents, principles, interests such as Active Transportation and ITS Plans, TMP plan• complete streets, LOS approach, support for ped safety, public involvement, support for neighborhood groups, Transportation Commission• Vision 2040/Transportation 2040• Multi County/Countywide Planning Policies –Could be in an appendix with the main points here. There is much fog in these to be cut through and simplified into what matters for us• The final set of goals for the plan• Cover items 6a. from Expanded Comprehensive Plan Checklist	<p>Frame work goals</p> <p>Transportation Goals IX-8. Important: The goals form the structure of the existing plan.</p>	<p>Major role in setting direction and reviewing the draft goals.</p>	<p>Could use help in synthesizing this.</p>	<p>Medium. Important but may not take major resources.</p>
3. Existing Conditions	<p>Shows where we are now. Kind of a handbook function, plus provides context for decisions</p>	<ul style="list-style-type: none">• A big set of features covering a wide range of elements. Mostly with graphs and pictures. Includes existing performance measures. Includes safety measures. Identify who are the users of the system• Cover items 6b. from Expanded Comprehensive Plan Checklist.• Inventory of existing system; lane miles, PCI, number of crosswalks, etc.• Connect transportation to economic vitality and current travel demand model results	<p>IX-1 – IX6.2</p>	<p>Provide Direction to ensure all modes and systems are covered.</p>	<p>Could be large or small. In any event will be reliant on City Staff for information</p>	<p>Small “inform”</p>
4. Funding	<p>Explain what funding is available for construction of a transportation network.</p>	<p>For all the funding sources:</p> <ul style="list-style-type: none">• where they come from• what they can be used for• what their past amounts have been,• what we can reasonably expect from each in the future• reasons why they are trending the way they are trending• What funding will be available for the 2035 project list	<p>IX-20 – IX-21</p>	<p>Review and Comment Do assumptions seem reasonable? Are there policy decisions about how revenue sources are used or about the assumptions for growth?</p>	<p>Small, based on collection of existing information from City</p>	<p>Small “inform”</p>
5. Future Travel Demand	<p>Describe the travel demand from land use assumptions</p>	<p>There will likely be two land use alternatives and the trip demand from each will have to be estimated so that the performance of transportation networks can be evaluated. Want to explicitly know about different modes. SEPA will need alternatives</p> <p>Full description of how land use generates trips and how trips are calculated.</p>	<p>Page IX-7 and IX-8. Also Goal T-1</p>	<p>Review and comment. There may be decisions here about how things are done, but probably small</p>	<p>Large: Important role. Doing this will be consultant function. Will need ways of generating non-auto trips</p>	<p>Small - inform</p>

ATTACHMENT 2 TMP OUTLINE CHART

6. Prioritization	One of the pieces that we want to figure out is how projects are prioritized within and across project types.	<p>Explain how we currently prioritize and what that means for the types of projects that get build. The outcome here is a set of prioritization methods that everyone one can understand and that are agree to. Establish “Goal to project” linkage where it is missing This will be iterative because we won’t know if it’s a good system until we see what comes out of it, but we need a way to prioritize projects to start with. This is linked to #9.</p> <p>Policies should be generated here</p>	<p>Not specifically in existing plan</p> <p>Cross check with existing plan policies</p>	Provide direction. Important role here that TC has been trying to figure out for a while	Medium Need help in getting this done with a minimum of effort, because it could become bogged down quickly. It could also eat consultant resources.	Large – important public process area. People need a say in how projects will be selected
7. Potential elements of the 2032 transportation system	Describe the range of possible projects and transportation network elements that could be incorporated into the 2032 plan.	<p>Types and costs of typical project elements that might be incorporated into the 2032 network. Includes resources provided by others like transit. This is where dreaming can take place. Could include all our unfunded projects.</p> <p>Includes TDM strategies</p>	Woven through the policies	Review and comment. Make sure that all the elements are covered.	Medium: Help to make sure we have everything covered. Know the best practices and how they could apply in Kirkland	Medium: If there are projects out there that people want we need to hear about them
8. Combining projects, costs, goals and performance	<p>This the place where the network is decided. Bring together goals, funding, travel demand, with possible transportation projects. Combine to get performance. .</p> <p>Check and see if level of service is acceptable. If not, revise.</p> <p>Hopefully the plan “becomes real” at this point. Vision meets funding and real projects</p>	<p>Considering: Item 3 Goals Item 5 funding Item 6 future demand (implying a land use pattern) Item 7 project prioritization Item 8 Range of possible projects</p> <p>What is the appropriate transportation network?</p> <p>Understand the performance (level of service) of various choices. May need to look at more than one land use alternative. May have more than one transportation network approach for a given land use alternative, for SEPA purposes.</p> <p>This can be an organic process, but we need to document the policies that guide the final answers</p> <p>Level of service comes out here as the network necessary to support the land use.</p>	<p>In the policies and goals. For example:</p> <p>Goals T-2, T-3 and T-4</p> <p>Use the existing Comp Plan as a cross check on the outcome.</p>	Give direction. This is the major element of the whole process.	Large Will need technical help in identifying the performance level across modes for various project choices.	Large need buy in on the answer and the process used to get there. I picture this being pretty interactive.
9. 2032 project list	Document the preferred alternative network and important projects that were not able to be funded in the 2032 plan.	<p>Project descriptions as needed to satisfy Comp Plan requirements. List projects that are important but because of certain factors are not as high priority over the next 20 years.</p>	Transportation Facility Plan beginning on Page IX-22	Review and comment.	Small documentation	Small documentation
10. Implementation Plan and report card	Explain how the plan will be implemented and monitored	<p>Include</p> <ul style="list-style-type: none"> Key regulatory changes, legislative changes and city initiatives needed to implement the TMP This should include a multi year funding plan Use the performance measures that come out of 9. 	Not much in existing plan	Give direction Hopefully what matters will have become obvious and we can monitor it.		Small
11. Concurrency	Documents proposed concurrency system	Explain all assumptions and procedures for the system	Not in current plan	Give direction, should be as approved previously proposed	Medium. Need technical help in setting up the system	Medium Need to inform/consult with a number of interests including development community.
12. Other issues	Include coordination with other agencies section					
13. Appendices						

ATTACHMENT 2 TMP OUTLINE CHART



Attachment 3 Professional Services Agreement

The City of Kirkland, Washington, a municipal corporation (hereinafter the "City") and _____, whose address is _____ (hereinafter the "consultant"), agree and contract as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment _____ to this Agreement, which attachment is incorporated herein by reference.
- B. All services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$_____, as detailed in Attachment _____.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as consultant modifies such work to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days notice to Consultant in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant

may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of suspension or termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

- B. Methodology, materials, software, logic, and systems developed under this contract are the property of the consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The estimated completion date for the consultant's performance of the services specified in Section I is _____.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance

Services Office (ISO) form
CA 00 01 or a substitute form providing equivalent liability
coverage. If necessary, the policy shall be endorsed to provide
contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. Claims-made Coverage

Any policy of required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under the contract and filed within three (3) years following completion of the services so to be performed.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he

is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him as a result of his status as an independent contractor. The Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to,

Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: _____

By: _____
Marilynne Beard, Assistant City Manager

Date: _____

Date: _____